



CITY OF INGLEWOOD

OFFICE OF THE CITY MANAGER



DATE: August 17, 2021

TO: Mayor and Council Members

FROM: Police Department

SUBJECT: Agreement with the Department of California Highway Patrol

RECOMMENDATION:

It is recommended that the Mayor and Council Members take the following actions:

1. Approve the attached two-year agreement with the Department of California Highway Patrol (CHP) in a total amount not to exceed \$8,000,000 authorizing the Chief of Police (or designee) to request supplemental law enforcement services for special events from the CHP (General Fund); and
2. Adopt a resolution amending the Fiscal Year 2020–2021 Budget in the amount of \$8,000,000 (General Fund Reserves).

BACKGROUND:

Occasionally, the City of Inglewood hosts high-profile events. These events can easily draw thousands of attendees and create some safety concerns for talent, attendees, event workers, and area residents. While the Inglewood Police Department is able to provide a sufficient level of law enforcement services for most of these events, in some cases, additional resources are required. In order to address any potential safety concerns, an agreement for mutual aid resources is necessary.

DISCUSSION:

The total cost of this two-year agreement shall not exceed \$8,000,000 and will remain in effect until July 30, 2023. Upon approval of the agreement, the Department will have the ability to request additional law enforcement services from the CHP, as needed, for special events at a pre-determined personnel rate.

FINANCIAL/FUNDING ISSUES AND SOURCES:

Upon adoption of the attached resolution amending the Fiscal Year 2020 – 2021 Budget, funds in the amount of \$8,000,000 will be transferred from the General Fund Reserves to Account Code No. 001-045-4523-44845-00 (General Fund – Police Department – Contract Services – Contract Services).

10.

The CHP shall provide the Department with a monthly itemized invoice, which details all CHP costs for law enforcement services under this agreement. Thereafter, the City will invoice SoFi Stadium for reimbursement for services rendered. In the event that additional funds are required during the term of this agreement, the Police Department will submit a follow-up staff report which identifies the need.

DESCRIPTION OF ANY ATTACHMENTS:

Attachment No. 1 – Agreement with Department of California Highway Patrol
Attachment No. 2 – Resolution

PREPARED BY:

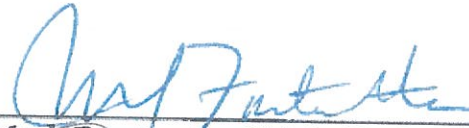
Mark Fronterotta, Chief of Police
Anna Ma, Payroll Technician

COUNCIL PRESENTER:

Mark Fronterotta, Chief of Police

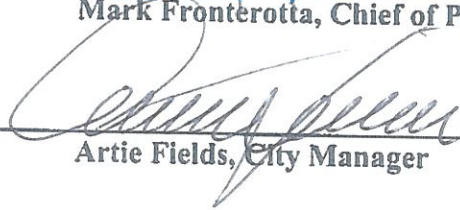
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:



Mark Fronterotta, Chief of Police

CITY MANAGER APPROVAL:



Artie Fields, City Manager

ATTACHMENT NO. 1

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21R501002	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

Inglewood Police Department

2. The term of this Agreement is:

START DATE

08/01/2021

THROUGH END DATE

07/30/2023

3. The maximum amount of this Agreement is:

\$8,000,000.00 Eight Million Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions	
Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Inglewood Police Department

CONTRACTOR BUSINESS ADDRESS

One Manchester Boulevard

CITY

Inglewood

STATE

CA

ZIP

90301

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS

601 North 7th Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

C. D. King

TITLE

Chief, Administrative Services Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**EXHIBIT A
 (Standard Agreement)**

SCOPE OF WORK

1. Contractee agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with providing General Law Enforcement services, Policing, Crowd Control and Traffic Control for the Inglewood Police Department during special events. The CHP Southern Division will provide these services, as required by the Contractee.

2. The services shall be provided during:

The hours of duty performed by CHP officer(s) under this Agreement are those mutually agreed upon by the Project Representatives listed below, or designees. Any changes to the proposed plan such as additional hours, dates, and sites for protective services can be requested and/or on an "as needed" basis and must be mutually agreed upon by the CHP Southern Division and the Contractee.

3. The services shall be provided at:

Sofi Stadium 1001 S. Stadium Drive Inglewood, CA 90301	and	Los Angeles Forum 3900 W. Manchester Blvd. Inglewood, CA 90301
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4. The Project Representatives during the term of this Agreement will be:

STATE AGENCY Department of California Highway Patrol	
NAME Chief Chris Margaris	
TELEPHONE NUMBER 818-240-8200	EMAIL CMargaris@chp.ca.gov
Direct all inquiries to:	

STATE AGENCY Department of California Highway Patrol Captain Doug Young 310-642-3939 DoYoung@chp.ca.gov	CONTRACTEE Inglewood Police Department Chief Mark Fronterotta 323-648-6060 mfronterotta@cityofinglewood.org
SECTION/UNIT Business Services Section Contract Services Unit	City of Inglewood Captain Marie DiBernardo 310-412-4250 mdibernardo@cityofinglewood.org
ATTENTION MaDonna Young, Contract Analyst	
ADDRESS 601 North 7 th Street Sacramento, CA 95811	ADDRESS One Manchester Boulevard Inglewood, CA 90301
TELEPHONE NUMBER (916) 843-3610	EMAIL madonna.young@chp.ca.gov

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK *(Continued)*

5. Detailed description of work to be performed:
 - A. The CHP may be required to perform the following duties:
 - Assist with vehicular and pedestrian traffic control at public and private intersections and roadways approaching and within SoFi Stadium and the Forum.
 - Facilitate crowd control, public safety, and security operations as needed within SoFi Stadium and the Forum, including parking lots.
 - Provide a high visual, uniformed presence.
 - Provide assistance in public safety emergencies.
 - Respond to and report suspicious and/or unattended items, as needed.
 - Identify and investigate criminal and/or disruptive activity, as needed.
 - Assist private security and parking attendants, as needed.
 - The agreement may include the use of Public Safety Dispatchers, K-9 Units, Investigative Services Units, Protective Services Details, Air Operations, Mounted Patrol Units, Bicycle Patrol Units, Special Response Teams, Hazardous Material Teams, and any other personnel required to process necessary paperwork.
 - B. The CHP Southern Division shall provide CHP officer(s), Sergeant(s), with vehicles, motorcycles, Public Safety Dispatcher, Office Technician and coordinate all general law enforcement services, based upon assignment requirements. Should the CHP Southern Division be unable to fill the necessary staffing for each event, the shortage of CHP Officers will be utilized from out-of-Area uniformed personnel.
 - C. The law enforcement services to be performed by CHP under this Agreement, including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.
 - D. It is understood by the Contractee that billing of CHP uniform personnel's time shall be from portal to portal (CHP Area office to the service location and return to CHP Area office) except as specified in Item D.
 - E. If the CHP officer(s) has reported to the assigned location and has worked less than four (4) hours, the Contractee agrees to pay every assigned CHP officer(s) a minimum of four (4) hours overtime.
Exception: This does not apply to those cases when the hours worked is part of an extended shift.
 - F. If the CHP officer(s) report(s) to the assigned service location and if for any reason CHP reassigns the officer(s) away from the service location, the Contractee will be billed only for the officer(s) actual time incurred from the CHP Area office to the service location and for the time spent at the assigned service location covered under this Agreement.
6. Cancellation of Services
 - A. The Contractee shall not be charged for service cancellations made more than 24 hours prior to the scheduled assignment.
 - B. The Contractee agrees that if service cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP officer(s) cannot be notified of such service cancellation, a minimum of four (4) hours overtime shall be charged for each assigned CHP officer.

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK *(Continued)*

- C. The Contractee agrees that if service cancellation is made within 24 hours prior to the scheduled assignment and CHP officer(s) is notified of such service cancellation, the Contractee shall only be charged a short notice service cancellation fee of \$50.00 per assigned CHP officer(s).
- D. All service cancellation notices to CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding state holidays.
- E. The CHP agrees to make reasonable efforts to notify the assigned CHP officer(s) of the service cancellation.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. The CHP shall provide the Contractee with an itemized invoice which details all CHP costs for law enforcement services under this Agreement.

Monthly itemized invoices will be submitted in duplicate to:

Inglewood Police Department
ATTN: Chief Mark Fronterotta
One Manchester Boulevard
Inglewood, CA 90301

EMAIL: mfronterotta@cityofinglewood.org

The Contractee agrees to pay CHP within thirty (30) days after the date of the invoice.

- B. In consideration for the services contained herein, Contractee agrees to reimburse the CHP upon receipt of an itemized invoice. The Contractee agrees to reimburse the CHP for the **actual costs incurred** at the time services are provided. The rates indicated in this agreement are for estimate purposes only. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event CHP is granted a rate increase, Contractee agrees to pay the increased rate. **Other staffing may be required at the current overtime rates.** The following information are the CHP (**not limited to**) officer, sergeant, dispatcher, and office technician overtime rates effective Fiscal Year 2020/2021, until superseded:

<u>CLASSIFICATION</u>	<u>OVERTIME RATE</u>
CHP Officer	\$ 102.48 per hour
CHP Sergeant	\$124.67 per hour
CHP Motorcycle Sergeant	\$129.62 per hour
Public Safety Dispatcher	\$ 52.75 per hour
Office Technician	\$ 38.70 per hour
Vehicle	\$ 1.41 per mile
Motorcycle	\$ 1.67 per mile

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. The CHP and Contractee agree this Agreement may be canceled by either party with thirty (30) days advance written notice.
2. In the event of an emergency, this Agreement may be canceled by either party without prior notice.
3. The CHP and Contractee agree that this Agreement may be amended by written mutual consent of the parties hereto.
4. Unforeseen events may require CHP officer(s) to expend hours in excess of the original estimate. Any costs in excess of the original estimated amount will be processed by appropriate amendment to the Agreement, to reflect the actual costs incurred.
5. Additional charges may be assessed for CHP supplies, additional equipment utilized, damage to property repaired or replaced at state expense, which are directly related to the services provided herein, but only to the extent such supplies or additional equipment are specifically requested in writing by Contractee or such need for repair or replacement of property arises directly from Contractee's gross misconduct or willful negligence with respect to the property.
6. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or in behalf of the Department, informal squad club, or other local funds.
7. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution.

ATTACHMENT NO. 2

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RESOLUTION NO.: _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF INGLEWOOD, CALIFORNIA, APPROVING
AGREEMENT WITH THE DEPARTMENT OF
CALIFORNIA HIGHWAY PATROL IN THE AMOUNT
OF \$8,000,000**

WHEREAS, the City of Inglewood Police Department is requesting approval of an agreement with the Department of California Highway Patrol in an amount of \$8,000,000; and

WHEREAS, a budget amendment is required to include said funds in the current fiscal year budget; and

WHEREAS, funds are available in the City's General Fund Reserve; and

WHEREAS, the transfer of these funds is necessary to provide funding for said services.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Inglewood, California, that the Fiscal Year 2020-2021 City Budget be amended to reflect the adjustments as shown in Exhibit "A".

BE IT FURTHER RESOLVED that the City Clerk shall certify to the adoption of this Resolution and the same shall be in full force and effect immediately upon adoption.

Passed, approved and adopted this _____ day of _____, 2021.

CITY OF INGLEWOOD:

Mayor of the City of Inglewood

ATTEST:

City Clerk

EXHIBIT A

Fund: 001
 Orgn: 51000 City Reserves

Revenue Code	FY2020-21 Budget	Amended Budget	Increase/Decrease
City Reserve Fund	<u>0</u>	<u>8,000,000</u>	<u>8,000,000</u>
Total	0	8,000,000	8,000,000

Fund: 001
 Agency: 045
 Orgn: 4523-Contract Services

Expenditure Code	FY2020-21 Budget	Amended Budget	Increase/Decrease
44845.00 Contract Services-Police	6,107,109	14,107,109	8,000,000
Total	6,107,109	14,107,109	8,000,000